

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**IN RE:**

**DZS INC.**

**Debtor.**

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§  
§  
§  
§  
§

**CASE NO. 25-40712  
Chapter 7**

**OBJECTION OF BOWEI TECHNOLOGY COMPANY LTD. TO TRUSTEE'S MOTION  
FOR AN ORDER APPROVING SALE**

Comes Now Bowei Technology Company Ltd and files this its limited Objection to the Trustee's Motion for an Order Approving Sale of Certain Property of the Estate Free and Clear of all Liens, Claims and Encumbrances and Assumption and Assignment of Executory Contracts and Leases ("Motion to Sell") and would show the Court the following;

1. Bowei Technology Company, Ltd. designs and manufactures custom premise equipment (CPE), such as Fiber-to-the-home Optical Network Terminals, Wi-Fi AP Routers, 5G Routers and etc. for Telecommunications carrier customers and retail customers. The company focuses on providing customers with innovative, reliable and cost effective CPE products.
2. Bowei sold goods to DZS Inc ("the Debtor") within 45 days prior to the bankruptcy filing. The Debtor filed this Chapter 7 case on March 14, 2025. After learning of the Debtor's bankruptcy filing, on March 19, 2025 Bowei made a reclamation demand upon the Debtor and the Trustee. A copy of that reclamation demand is attached as Exhibit "A" hereto.
3. The reclamation demand related to six specific shipments of goods to the Debtor. The demand requested the Trustee "the return of goods" and demanded that "... that all goods subject to our right of reclamation must be protected and segregated by you and must not be used for any purpose...".

4. Bowei has learned that of the six shipments, five were delivered and Bowie will pursue a priority reclamation claim against the estate for those shipments. However, one shipment had not been delivered at the time of the reclamation demand. Specifically, shipment No. 5 on the reclamation demand list had not been delivered at the time of the demand. ("Shipment No. 5"). Shipment No. 5 is a shipment of 9200 pieces of equipment having a value of \$340,715.00, that had not been delivered and was still under the control of the Trustee when demand was made. Shipment No. 5 was in dry dock in Saudi Arabia and had not been delivered to the Debtor's buyer.

5. In a second demand letter to the Trustee, through her attorneys, a copy of which is attached hereto as Exhibit "B," In that letter Bowei requested the return of its goods in Shipment No. 5 and asked for "... instructions in connection with return of the goods which the Trustee should have control over." The Trustee has not responded to the demand for possession as of the time of this Objection being filed.

6. Bowei is entitled to the return of the equipment and contents of Shipment No. 5. To the extent the Motion to Sell includes the equipment and contents of Shipment No. 5 Bowei objects to the Sale. Bowei renews its demand for return of the reclaimed goods in Shipment No. 5.

7. "Reclamation," is the right of seller to recover possession of goods delivered to insolvent buyer, and is a rescissional remedy based upon theory that seller has been defrauded. In re Hartz Foods, Inc. 264 B.R. 33 (Bankr. D. Minnesota 2001) 264 B.R. 33. The right to reclamation is literally an "in rem" right. It must be implemented by immediate possession. In re Dixie Enterprises, Inc., 22 B.R. 855 (Bankr. S. D. Ohio, 1982).

8. A seller's right of reclamation extends only to those goods which are identifiable and in the buyer's possession at the time the demand for reclamation is received. When the goods are shipped F.O.B. seller's place of business, as they were by Bowei, the goods in Shipment No. 5

are not considered received by the buyer until actual delivery. In re Marin Motor Oil, Inc., 740 F. 2d 220 (3rd Cir., 1984); and In re First Software Corp., 72 B.R. 403 (Bankr. Mass.) 1987) The Demand was made March 19, 2025 when the goods were is dry dock in Saudi Arabia and not delivered to the buyer.

9. The creditor's right of reclamation is limited to those goods in the possession of debtor when notice was received. Daniels Midland Co. v. Charter Intern. Oil Co., 60 B.R. 854, 1 U.C.C. Rep. Serv. 2d 110 (M.D. Fla. 1986). Bowei's demand letter to the Trustee detailed the status and location of Shipment No. 5.

10. Bankruptcy Code § 546(c) provides that the avoiding powers of a trustee are subject to the right of a seller of goods sold to the debtor, in the ordinary course of the debtor's business to reclaim such goods, if the debtor has received such goods while insolvent, and if the seller gives a timely, written demand for reclamation. The Bowei demand letter was timely and related to goods sold in the ordinary course of the Debtor's business.

Wherefore the above premises considered Bowei Technology Company Ltd. prays this Court sustain its objection to the sale by the Trustee of \$340,715.00 of goods and contents in Shipment No. 5, which are goods that Bowei Technology Company Ltd has the legal right to reclaim and take possession of and for such other and further relief to which Bowei Technology Company Ltd may be justly entitled.

Respectfully submitted,

**WADDELL SERAFINO GEARY  
RECHNER JENEVEIN, PC**

1717 Main Street, Suite 2500  
Dallas, Texas 75201-  
(214) 979-7400 – Telephone  
(214) 979-7402 – Telecopier

By: /s/ Richard G. Dafoe

RICHARD G. DAFOE  
State Bar No. 05309500  
[rdafoe@wslawpc.com](mailto:rdafoe@wslawpc.com)

ATTORNEYS FOR  
BOWEI TECHNOLOGY COMPANY LTD.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served on the 17<sup>th</sup> day of April, 2025, to the following parties, the Debtor, the Trustee, the U.S. Trustee, and those requesting notice, either electronically or by first class mail:

/s/ Richard G. Dafoe  
Richard G. Dafoe

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been electronically mailed to the parties that are registered or otherwise entitled to receive electronic notices in this case pursuant to the Electronic Filing Procedures in this District including those parties shown below.

Deborah D. Williamson  
Dykema  
112 E. Pecan Street, Suite 1800  
San Antonio, Texas 78205  
dwilliamson@dykema.com

Travis A. McRoberts  
Baker Botts L.L.P  
2001 Ross Avenue, Suite 900  
Dallas, Texas 75201-1980

DZS Inc.  
5700 Tennyson Parkway, Suite 400  
Plano, Texas

Michelle H. Chow  
16200 Addison Road, Suite 140  
Addison, Texas 75001  
chowtrustee@gmail.com

Office of the US Trustee  
110 N. College Ave., Suite 300  
Tyler, Texas 75702

Alexandria Jean Smith  
ajs@gdllaw.com

Laura Taveras Lantigua  
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Michelle E. Shriro  
mshriro@singerlevick.com

Randall Adam Swick  
adam.swick@akerman.com

James D. Sadowski  
jds@gdllaw.com

Shawn M. Christianson  
schristianson@buchalter.com

Paul M. Lopez  
bankruptcy@abernathy-law.com

Tawasi  
Al Mousi Center, Playa  
P.O. Box 4372 Office 353  
Biyadh 11431  
Saudi Arabia

/s/Richard G. Dafoe  
Richard G. Dafoe

# WADDELL | SERAFINO

GEARY ■ RECHNER ■ JENEVEIN

1717 Main Street | 25th Floor | Dallas, Texas 75201  
Main 214.979.7400 | Fax 214.979.7402

RICHARD DAFOE  
[RDAFOE@WSLAWPC.COM](mailto:RDAFOE@WSLAWPC.COM)

DIRECT DIAL: (214) 979-7400  
FIRM FAX: (214) 979-7402  
[WWW.WSLAWPC.COM](http://WWW.WSLAWPC.COM)

March 19, 2025

DZS, Inc.  
Attn: Raghu Marthi COO  
5700 Tennyson Parkway, Suite 400  
Plano, Texas 75024

By FedEx and Email to [raghu.marthi@dzsi.com](mailto:raghu.marthi@dzsi.com)

Ms. Michelle Chow  
Chapter 7 Trustee  
16200 Addison Road, Suite 140  
Addison, Texas 75001

By FedEx and Email to [mhchow@swbell.net](mailto:mhchow@swbell.net)

Re: Bk Case No. 25-40712; In Re: DZS, Inc. Reclamation Demand

Dear Ms. or Sir and Trustee:

Our firm represents Bowei Technology Company Ltd. ("Boweï"). Demand is hereby made upon you pursuant to you U.C.C. Section 2-702 and or section 546 (c) (1) of the United States Bankruptcy Code, for the return of goods received by you within 45 days before your bankruptcy filing date of March 14, 2025. This demand specifically includes, but is not limited to, goods identified in the schedule attached hereto in the total amount of \$1,127,686.00. Please contact the undersigned for instructions in connection with return of the goods.

You are further notified that all goods subject to our right of reclamation must be protected and segregated by you and must not be used for any purpose whatsoever except those specifically authorized following notice and hearing by the Bankruptcy Court or other Court.

Boweï makes this demand for reclamation without prejudice to all other rights and remedies available to it, at law or inequity, including but not limited to, Boweï's right to an allowed administrative expense claim under section 503 (b)(9) of the Bankruptcy Code for all goods received by you within 20 days before the date you commenced your bankruptcy case.

Sincerely,

/s/ Richard G. Dafoe

Richard G. Dafoe



March 19, 2025  
Page 2

cc: Mr. Travis A. McRoberts by First Class and Email

Mr. Ning Ou-Yang by Email

**568850**

ITEM	SHIPMENT DATE	P.O.NO	DZS PN	BFW PN	SHIPMENT QTY	UNIT PRICE	AMOUNT	INVOICE NO.
1	2-5-2025	US1002196	HX-2466GN-0ME	WAG-K42D	13800	37	\$ 510,600.00	BFW205020501
3	2-11-2025	US1002196	HX-2466GN-0ME	WAG-K42D	1080	37	\$ 32,338.00	BFW205021201
4	2-17-2025	US1002944	HX-2466GN-0ME	WAG-K42D	800	37	\$ 29,600.00	BFW205021701
5	2-24-2025	US1002830	HX-2466GN-0ST	WAG-K42D	9200	37	\$ 340,400.00	BFW2025022401
6	2-28-2025	US1002830	HX-2466GN-0ST	WAG-K42D	5845	37	\$ 210,715.00	BFW2025022801
7	2-28-2025	US1002943	HX-2466GN-0ST	WAG-K42D	109	37	\$ 4,033.00	BFW2025022802
Total							\$ 1,127,686.00	



**Commercial Invoice****Bill to Address**

DZS Inc

Plano

5700 Tennyson Pkwy

PLANO TX 75024

United States

Att: A/P

**INV No.: BFW2025022802****Customer PO.:US1002943****Date:Feb.28, 2025****Ship to Address**

TAWASUL

Al Mousa Center, Olaya, PO Box

4372,Office 353,Riyadh

11431,SAUDI ARABIA

russel.delacruz@dzsi.com

+971 54 564 6992

**Country of Origin: China****Shipping Terms: FOB****Payment Terms: Net 105 Days**

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US100294 3	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR STC	109	37.00	4,033.00
<b>TOTAL</b>		<b>109</b>		<b>4,033.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited

Account Number: 89012025000098317

Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District,Haining City, Jiaxing City,  
Zhejiang Province, P.R.China

BANK: BANK OF NINGBO

Bank Address:NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042

SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.

### Commercial Invoice

**Bill to Address**

DZS Inc  
 Plano  
 5700 Tennyson Pkwy  
 PLANO TX 75024  
 United States  
 Att: A/P

**INV No.: BFW2025022801**

**Customer PO.: US1002830**

**Date: Feb. 28, 2025**

**Ship to Address**

TAWASUL  
 Al Mousa Center, Olaya, PO Box  
 4372, Office 353, Riyadh  
 11431, SAUDI ARABIA  
 russel.delacruz@dzsi.com  
 +971 54 564 6992

**Country of Origin:** China

**Shipping Terms:** FOB

**Payment Terms:** Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002830	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR STC	5,695	37.00	210,715.00
	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR STC	150	0.00	0.00
<b>TOTAL</b>		<b>5845</b>		<b>210,715.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited  
 Account Number: 89012025000098317  
 Company Address: Room 201, Building 2, No 306, Gushui Road,  
 Haining economic development District, Haining City, Jiaxing City,  
 Zhejiang Province, P.R.China  
 BANK: BANK OF NINGBO  
 Bank Address: NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042  
 SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
 BOWEI TECHNOLOGY COMPANY LTD.



ADD: ROOM 208, BUILDING 1, EAST SIDE OF YATAI ROAD, NANHU DISTRICT, JIAXING CITY, ZHEJIANG, CHINA

Tel: (86)21 6485 8101 Fax: (86)21 6485 8101-603

**Commercial Invoice****Bill to Address**

DZS Inc

Plano

5700 Tennyson Pkwy

PLANO TX 75024

United States

Att: A/P

INV No.: BFW2025022401

Customer PO.: US1002830

Date: Feb. 24, 2025

**Ship to Address**

TAWASUL

Al Mousa Center, Olaya, PO Box

4372, Office 353, Riyadh

11431, SAUDI ARABIA

russel.delacruz@dzsi.com

+971 54 564 6992

Country of Origin: China

Shipping Terms: FOB

Payment Terms: Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002830	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR STC	9,200	37.00	340,400.00
<b>TOTAL</b>		<b>9200</b>		<b>340,400.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited

Account Number: 89012025000098317

Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District, Haining City, Jiaxing City,  
Zhejiang Province, P.R.China

BANK: BANK OF NINGBO

Bank Address: NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042

SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.

**Commercial Invoice**

**Bill to Address**

DZS Inc  
Plano  
5700 Tennyson Pkwy  
PLANO TX 75024  
United States  
Att: A/P

**INV No.: BFW205021701**

**Customer PO.: US1002944**

**Date: Feb. 17, 2025**

**Ship to Address**

TAWASUL  
Al Mousa Center, Olaya, PO Box  
4372, Office 353, Riyadh  
11431, SAUDI ARABIA  
russel.delacruz@dzsi.com  
+971 54 564 6992

**Country of Origin: China**

**Shipping Terms: FOB**

**Payment Terms: Net 105 Days**

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002944	HX-2466GN-0MB 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR MOBILY	800	37.00	29,600.00
<b>TOTAL</b>		<b>800</b>		<b>29,600.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited

Account Number: 89012025000098317

Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District, Haining City, Jiaxing City,  
Zhejiang Province, P.R.China

BANK: BANK OF NINGBO

Bank Address: NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042

SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.

**Commercial Invoice****Bill to Address**

DZS Inc

Plano

5700 Tennyson Pkwy

PLANO TX 75024

United States

Att: A/P

**INV No.: BFW205021201****Customer PO.:US1002196****Date:Feb.12, 2025****Ship to Address**

TAWASUL

Al Mousa Center, Olaya, PO Box

4372,Office 353,Riyadh

11431,SAUDI ARABIA

russel.delacruz@dzsi.com

+971 54 564 6992

**Country of Origin:** China**Shipping Terms:** FOB**Payment Terms:** Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002196	HX-2466GN-0MB 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR MOBILY	874	37.00	32,338.00
	HX-2466GN-0MB 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR MOBILY	206	0.00	0.00
<b>TOTAL</b>		<b>1080</b>		<b>32,338.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited

Account Number: 89012025000098317

Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District,Haining City, Jiaxing City,  
Zhejiang Province, P.R.China

BANK: BANK OF NINGBO

Bank Address:NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042

SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.



BOWEI TECHNOLOGY COMPANY LIMITED

ADD: ROOM 208, BUILDING 1, EAST SIDE OF YATAI ROAD, NANHU DISTRICT, JIAXING CITY, ZHEJIANG, CHINA

Tel: (86)21 6485 8101 Fax: (86)21 6485 8101-603

**Commercial Invoice****Bill to Address**

DZS Inc

Plano

5700 Tennyson Pkwy

PLANO TX 75024

United States

Att: A/P

**INV No.: BFW205020501****Customer PO.:US1002196****Date:Feb.05, 2025****Ship to Address**

TAWASUL

Al Mousa Center, Olaya, PO Box

4372,Office 353,Riyadh

11431,SAUDI ARABIA

russel.delacruz@dzsi.com

+971 54 564 6992

**Country of Origin: China****Shipping Terms: FOB****Payment Terms: Net 105 Days**

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002196	HX-2466GN-0MB 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR MOBILY	13,800	37.00	510,600.00
<b>TOTAL</b>		<b>13800</b>		<b>510,600.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited

Account Number: 89012025000098317

Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District,Haining City, Jiaxing City,  
Zhejiang Province, P.R.China

BANK: BANK OF NINGBO

Bank Address:NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042

SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.

# WADDELL | SERAFINO

GEARY ■ RECHNER ■ JENEVEIN

1717 Main Street | 25th Floor | Dallas, Texas 75201  
Main 214.979.7400 | Fax 214.979.7402

RICHARD DAFOE  
[RDAFOE@WSLAWPC.COM](mailto:RDAFOE@WSLAWPC.COM)

DIRECT DIAL: (214) 979-7400  
FIRM FAX: (214) 979-7402  
[WWW.WSLAWPC.COM](http://WWW.WSLAWPC.COM)

April 14, 2025

Ms. Michelle Shriro  
Singer & Levick  
Attorneys for Chapter 7 Trustee Michelle Chow  
16200 Addison Road, Suite 140  
Addison, Texas 75001

By First Class Mail and Email

Re: Bk Case No. 25-40712; In Re: DZS, Inc. Reclamation Demand of Bowei Technology Company Ltd.

Dear Michelle:

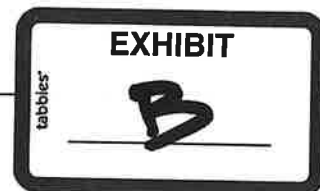
Our firm represents Bowei Technology Company Ltd. ("Boweï"). Demand was made upon the Trustee pursuant to U.C.C. Section 2-702 and or section 546 (c) (1) of the United States Bankruptcy Code, for the return of goods received by you within 45 days before your bankruptcy filing date of March 14, 2025. Attached is copy of the Reclamation Demand.

In response to this demand the newly appointed Trustee informed me that she was not aware that she had possession of any of the reclaimed goods.

Our client now knows the Trustee still controls one shipment of Bowei goods that was not delivered. Those goods specifically are Claim No. 5 on the attorney Reclamation Demand letter. That equipment (9200 pieces) amounts to \$340,400.00 in value. Those goods/equipment were not delivered and thus are still in the Trustee's control.

I have enclosed additional numbered attachments to trace this equipment:

1. Purchase Order from DZS to Bowei (US1002830): The total quantity in the Purchase Order for 15,045 pieces covers two shipments. One for 5845 pieces was delivered via air and is already in DZS's customer, Tawasul's warehouse. We are only concerned with the remaining 9200 pcs at this moment, which was shipped.
2. General Purchase Orders terms and conditions from DZS to Bowei
3. The Bill of Landing (BOL) for this shipment of 9200 pcs.
4. A memo confirming the 9,200 pcs were shipped.
5. The Commercial Invoice for the shipment of the 9,200 pcs.
6. The document tracking the shipment (Kuehne-nagel.com) with the Waybill number from the BOL: 1064891433. It shows its latest status as unloaded from the vessel but not



April 14, 2025  
Page 2

delivered. The shipment in the custom warehouse in Damman Saudi Arabia since March 23, 2025. <sup>s, 2025</sup>

7. An April 13, 2025 email exchange confirming the location of the 9,200 pcs in drydock.

Please contact the undersigned for instructions in connection with return of the goods which the Trustee still has control over. If you can please respond to this demand within the next three business days, so I can evaluate any objection or response to the Trustee's Motion to Sell which appears to include all assets of any kind, including that property to which the reclamation claim has been made on property referred to above.

Bowei makes this demand for reclamation without prejudice to all other rights and remedies available to it, at law or inequity, including but not limited to, Bowei's right to an allowed administrative expense claim under section 503 (b)(9) of the Bankruptcy Code for all goods received by you within 20 days before the date you commenced your bankruptcy case.

Sincerely,

*/s/ Richard G. Dafoe*

Richard G. Dafoe

569995



# WADDELL | SERAFINO

GEARY ■ RECHNER ■ JENEVEIN

1717 Main Street | 25th Floor | Dallas, Texas 75201  
Main 214.979.7400 | Fax 214.979.7402

RICHARD DAFOE  
[RDAFOE@WSLAWPC.COM](mailto:RDAFOE@WSLAWPC.COM)

DIRECT DIAL: (214) 979-7400  
FIRM FAX: (214) 979-7402  
[WWW.WSLAWPC.COM](http://WWW.WSLAWPC.COM)

March 19, 2025

DZS, Inc.  
Attn: Raghu Marthi COO  
5700 Tennyson Parkway, Suite 400  
Plano, Texas 75024

By FedEx and Email to [raghu.marthi@dzsi.com](mailto:raghu.marthi@dzsi.com)

Ms. Michelle Chow  
Chapter 7 Trustee  
16200 Addison Road, Suite 140  
Addison, Texas 75001

By FedEx and Email to [mhchow@swbell.net](mailto:mhchow@swbell.net)

Re: Bk Case No. 25-40712; In Re: DZS, Inc. Reclamation Demand

Dear Ms. or Sir and Trustee:

Our firm represents Bowei Technology Company Ltd. ("Boweï"). Demand is hereby made upon you pursuant to you U.C.C. Section 2-702 and or section 546 (c) (1) of the United states Bankruptcy Code, for the return of goods received by you within 45 days before your bankruptcy filing date of March 14, 2025. This demand specifically includes, but is not limited to, goods identified in the schedule attached hereto in the total amount of \$1,127,686.00. Please contact the undersigned for instructions in connection with return of the goods.

You are further notified that all goods subject to our right of reclamation must be protected and segregated by you and must not be used for any purpose whatsoever except those specifically authorized following notice and hearing by the Bankruptcy Court or other Court.

Boweï makes this demand for reclamation without prejudice to all other rights and remedies available to it, at law or inequity, including but not limited to, Bowei's right to an allowed administrative expense claim under section 503 (b)(9) of the Bankruptcy Code for all goods received by you within 20 days before the date you commenced your bankruptcy case.

Sincerely,

/s/ Richard G. Dafoe

Richard G. Dafoe

March 19, 2025

Page 2

cc: Mr. Travis A. McRoberts by First Class and Email

Mr. Ning Ou-Yang by Email

**568850**

ITEM	SHIPMENT DATE	PO NO	DZS PN	BFW PN	SHIPMENT QTY	UNIT PRICE	AMOUNT	INVOICE NO.
1	2-5-2025	US1002196	HX-2466GN-0ME	WAG-K42D	13800	37	\$ 510,600.00	BFW205020501
3	2-11-2025	US1002196	HX-2466GN-0ME	WAG-K42D	1080	37	\$ 32,338.00	BFW205021201
4	2-17-2025	US1002944	HX-2466GN-0ME	WAG-K42D	800	37	\$ 29,600.00	BFW205021701
5	2-24-2025	US1002830	HX-2466GN-0ST	WAG-K42D	9200	37	\$ 340,400.00	BFW2025022401
6	2-28-2025	US1002830	HX-2466GN-0ST	WAG-K42D	5845	37	\$ 210,715.00	BFW2025022801
7	2-28-2025	US1002943	HX-2466GN-0ST	WAG-K42D	109	37	\$ 4,033.00	BFW2025022802

Total

\$ 1,127,686.00



ADD: ROOM 208, BUILDING 1, EAST SIDE OF YATAI ROAD, NANHU DISTRICT, JIAXING CITY, ZHEJIANG, CHINA  
Tel: (86)21 6485 8101 Fax: (86)21 6485 8101-603

**Commercial Invoice****Bill to Address**

DZS Inc  
Plano  
5700 Tennyson Pkwy  
PLANO TX 75024  
United States  
Att: A/P

**INV No.: BFW2025022802****Customer PO.: US1002943****Date: Feb.28, 2025****Ship to Address**

TAWASUL  
Al Mousa Center, Olaya, PO Box  
4372, Office 353, Riyadh  
11431, SAUDI ARABIA  
russel.delacruz@dzsi.com  
+971 54 564 6992

**Country of Origin:** China**Shipping Terms:** FOB**Payment Terms:** Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002943	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2.11AX, 5GHZ 2X2.11AX, 1XUSB2, 2.0A UK PSU FOR STC	109	37.00	4,033.00
<b>TOTAL</b>		<b>109</b>		<b>4,033.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited

Account Number: 89012025000098317

Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District, Haining City, Jiaying City,  
Zhejiang Province, P.R.China

BANK: BANK OF NINGBO

Bank Address: NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042

SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.



ADD: ROOM 208, BUILDING 1, EAST SIDE OF YATAI ROAD, NANHU DISTRICT, JIAXING CITY, ZHEJIANG, CHINA  
Tel: (86)21 6485 8101 Fax: (86)21 6485 8101-603

**Commercial Invoice****Bill to Address**

DZS Inc  
Plano  
5700 Tennyson Pkwy  
PLANO TX 75024  
United States  
Att: A/P

**INV No.: BFW2025022801****Customer PO.: US1002830****Date: Feb.28, 2025****Ship to Address**

TAWASUL  
Al Mousa Center, Olaya, PO Box  
4372, Office 353, Riyadh  
11431, SAUDI ARABIA  
russel.delacruz@dzsi.com  
+971 54 564 6992

**Country of Origin:** China**Shipping Terms:** FOB**Payment Terms:** Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002830	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR STC	5,695	37.00	210,715.00
	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR STC	150	0.00	0.00
<b>TOTAL</b>		<b>5845</b>		<b>210,715.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited

Account Number: 89012025000098317

Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District, Haining City, Jiaxing City,  
Zhejiang Province, P.R.China

BANK: BANK OF NINGBO

Bank Address: NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042

SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.

**Commercial Invoice**

**Bill to Address**

DZS Inc  
Plano  
5700 Tennyson Pkwy  
PLANO TX 75024  
United States  
Att: A/P

**INV No.: BFW2025022401**

**Customer PO.:US1002830**

**Date:Feb.24, 2025**

**Ship to Address**

TAWASUL  
Al Mousa Center, Olaya, PO Box  
4372,Office 353,Riyadh  
11431,SAUDI ARABIA  
russel.delacruz@dzsi.com  
+971 54 564 6992

**Country of Origin:** China

**Shipping Terms:** FOB

**Payment Terms:** Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002830	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR STC	9,200	37.00	340,400.00
<b>TOTAL</b>		<b>9200</b>		<b>340,400.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited  
Account Number: 89012025000098317  
Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District,Haining City, Jiaxing City,  
Zhejiang Province, P.R.China  
BANK: BANK OF NINGBO  
Bank Address:NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042  
SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.

**Commercial Invoice**

**Bill to Address**

DZS Inc  
 Plano  
 5700 Tennyson Pkwy  
 PLANO TX 75024  
 United States  
 Att: A/P

**INV No.: BFW205021701**

**Customer PO.: US1002944**

**Date: Feb.17, 2025**

**Ship to Address**

TAWASUL  
 Al Mousa Center, Olaya, PO Box  
 4372, Office 353, Riyadh  
 11431, SAUDI ARABIA  
 russel.delacruz@dzsi.com  
 +971 54 564 6992

**Country of Origin:** China

**Shipping Terms:** FOB

**Payment Terms:** Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US100294 4	HX-2466GN-0MB 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2, 11AX, 5GHZ 2X2, 11AX, 1XUSB2, 2.0A UK PSU FOR MOBILY	800	37.00	29,600.00
<b>TOTAL</b>		<b>800</b>		<b>29,600.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited  
 Account Number: 89012025000098317  
 Company Address: Room 201, Building 2, No 306, Gushui Road,  
 Haining economic development District, Haining City, Jiaxing City,  
 Zhejiang Province, P.R.China  
 BANK: BANK OF NINGBO  
 Bank Address: NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042  
 SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
 BOWEI TECHNOLOGY COMPANY LTD.

# Commercial Invoice

## Bill to Address

DZS Inc  
 Plano  
 5700 Tennyson Pkwy  
 PLANO TX 75024  
 United States  
 Att: A/P

INV No.: BFW205021201

Customer PO.:US1002196

Date:Feb.12, 2025

## Ship to Address

TAWASUL  
 Al Mousa Center, Olaya, PO Box  
 4372,Office 353,Riyadh  
 11431,SAUDI ARABIA  
 russel.delacruz@dzsi.com  
 +971 54 564 6992

Country of Origin: China

Shipping Terms: FOB

Payment Terms: Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002196	HX-2466GN-0MB 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR MOBILY	874	37.00	32,338.00
	HX-2466GN-0MB 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR MOBILY	206	0.00	0.00
<b>TOTAL</b>		<b>1080</b>		<b>32,338.00</b>

## Bank information:

NAME: Bowei Technology Company Limited  
 Account Number: 89012025000098317  
 Company Address: Room 201, Building 2, No 306, Gushui Road,  
 Haining economic development District,Haining City, Jiaxing City,  
 Zhejiang Province, P.R.China  
 BANK: BANK OF NINGBO  
 Bank Address:NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042  
 SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
 BOWEI TECHNOLOGY COMPANY LTD.





ADD: ROOM 208, BUILDING 1, EAST SIDE OF YATAI ROAD, NANHU DISTRICT, JIAXING CITY, ZHEJIANG, CHINA  
Tel: (86)21 6485 8101 Fax: (86)21 6485 8101-603

**Commercial Invoice****Bill to Address**

DZS Inc

Plano

5700 Tennyson Pkwy

PLANO TX 75024

United States

Att: A/P

**INV No.: BFW205020501****Customer PO.:US1002196****Date:Feb.05, 2025****Ship to Address**

TAWASUL

Al Mousa Center, Olaya, PO Box

4372,Office 353,Riyadh

11431,SAUDI ARABIA

russel.delacruz@dzsi.com

+971 54 564 6992

**Country of Origin:** China**Shipping Terms:** FOB**Payment Terms:** Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002196	HX-2466GN-0MB 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2.11AX, 5GHZ 2X2.11AX, 1XUSB2, 2.0A UK PSU FOR MOBILY	13,800	37.00	510,600.00
<b>TOTAL</b>		<b>13800</b>		<b>510,600.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited

Account Number: 89012025000098317

Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District, Haining City, Jiaxing City,  
Zhejiang Province, P.R.China

BANK: BANK OF NINGBO

Bank Address:NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042

SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.

© Follow shipment

Current milestone date  
**23 Mar 2025 16:33**

📅 Current plan      ✅ Achieved



Booking acknowledgement	13 Feb 2025 10:30
Carrier booking submission	13 Feb 2025 15:13
Booking confirmation	14 Feb 2025 09:20
VGM data verification	22 Feb 2025 11:57
VGM message to provider	22 Feb 2025 05:00
Shipping instructions receipt	22 Feb 2025 12:16
Carrier booking confirmation	26 Feb 2025 00:48
Transport document available	26 Feb 2025 10:34
Original transport document receipt	16 Mar 2025 12:52
Freight documents hand-over	16 Mar 2025 12:52

## 2 Containers

Total weight **10,580.00 kg**      Total volume **76.590 m³**

Container no.	Container type	Dangerous goods	Weight	Volume
FSCU9322809	40 ft High Cube		5244.00 kg	37.940 m³
OOLU9527480	40 ft High Cube		5336.00 kg	38.650 m³

## General information

Tracking no.  
1064891433

Bill of lading  
1064891433

CO2e emissions  
3337.44 kg CO2e

## Addresses

Sending agent

Kuehne & Nagel Ltd. Shenzhen Branch  
No.4003 Shennan East Road, World Finance  
Centre Unit A-F, 28/F  
518001 Shenzhen  
CHINA

Receiving agent

Kuehne + Nagel Ltd.  
5th floor, Riyadh Avenue Mall 7501 King  
Faisal Street  
12612 Riyadh  
15986  
SAUDI ARABIA



## Richard Dafoe

---

**From:** Fisher Yu <fisheryu@bfw-solutions.com>  
**Sent:** Sunday, April 13, 2025 8:05 AM  
**To:** 'ouyangning'  
**Subject:** FW: Reclamation of shipment

FYI

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**From:** ibrahim@tawasulcom.com [mailto:ibrahim@tawasulcom.com]  
**Sent:** Sunday, April 13, 2025 4:29 PM  
**To:** 'Fisher Yu'  
**Subject:** RE: Reclamation of shipment

Dear Fisher,

The shipment has arrived to Riyadh dry port on March 27<sup>th</sup> and been on hold by the shipping company. We are in touch with Maegan Herrera from Kuehne+Nagel Inc. Here email is [Maegan.Herrera@Kuehne-nagel.com](mailto:Maegan.Herrera@Kuehne-nagel.com)  
Phone number +1 407 541 0380

Also we are in discussion with the representative of the Trustee Mr Todd Hoodenpyle. His email is [hoodenpyle@singerlevick.com](mailto:hoodenpyle@singerlevick.com)  
Phone number + 1 972 380 5533

We are facing a lot of issues with the customer, and if not cleared soon, we might cancel the order.

BR

Ibrahim

---

**From:** Fisher Yu <[fisheryu@bfw-solutions.com](mailto:fisheryu@bfw-solutions.com)>  
**Sent:** Friday, April 11, 2025 2:48 PM  
**To:** Ibrahim Alkarboosh <[ibrahim@tawasulcom.com](mailto:ibrahim@tawasulcom.com)>  
**Subject:** Reclamation of shipment

Hi Ibrahim,

On behalf of Bowei Technology Co., Ltd, I am writing this letter to you.

We shipped below products to you( Tawasul) on Feb 24<sup>th</sup> 2025. Here are the details.

- Product Name: HX-2466GN-OST
- Quantity: 9200 .
- Shipping date: 24<sup>th</sup> Feb, 2025
- Shipping method: Ocean
- Forwarder: Kuehne+Nagel
- Tracking Number: 1064891433
- Destination: Tawasul Telecom Company, Al Mousa Center, Olaya, PO Box 14372,Office 353,Riyadh 11431,SAUDI ARABIA.



Could you kindly two questions:

1. Have you received them or not?
2. If you haven't received them yet, could you please let me know where the goods.

As you know, DZS Inc went bankruptcy, and according to the US bankruptcy code, Bowei Technology Co., Ltd made an Reclamation Demand to the Trustee, and these products listed above were shipped within 45days before DZS bankruptcy filing date of March 14 2025, thus please be notified that all those goods listed above are subjected to our right of reclamation and must be protected and must not be used for any used for any other purpose, and we are working with the Trustee in return of them to Bowei Technology Co., Ltd.

Best Regards  
Bowei Technology  
Fisher Yu

# Purchase Order US1002830



<b>Vendor Details</b> BOWEI TECHNOLOGY COMPANY LTD. Room 201, Building 2 No 306, Gushui Road, Haining economic development District JIAXING CITY 314006 China Tel: (86 159) 0076 8168 Fax: (86 21) 648 58101				
<b>Purchase Order</b> US1002830		<b>Revision</b> 0	<b>Purchase Date</b> 15-NOV-2024	<b>Currency</b> USD
<b>Buyer</b> Jessica Schlicher	<b>Payment Terms</b> Net 60	<b>Incoterm</b> Origin	<b>Freight Terms</b> Buyer Pays Freight	<b>Shipping Method</b> ASAP-STANDARD-STANDARD1
<b>Bill To Details</b> Plano 5700 Tennyson Pkwy PLANO TX 75024 United States		<b>Ship-To Details</b> DZS Inc. 12821 Starkey RD STE 4000-4300 LARGO FL 33773 United States		

#	Item	Rev	Manufacturer	Manufacturer Part Num	Packaging	Delivery Date	Need By Date	UOM	Quantity	Unit Price	Extended Price
1	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1XUSB2, 2.0A UK PSU FOR STC	A1	JIAXING BOWEI COMMUNICATION	HX-2466GN-0ST			31-DEC-2024	Each	15045	37.00000	556,665.00
										<b>Total</b>	<b>556,665.00</b>

## Special Instructions

Authorized Signature

Please confirm purchase order within 48 hours and note the following:

- Purchase order number must appear on all invoices, packing lists, cartons and correspondence related to this purchase release.
- DZS Inc part numbers must be referenced on all shipping and billing documents.
- Payment will only be made on invoices that equal purchase order line item AVL, price and quantity.
- Do not deliver the materials before the need by date as the delivery may be rejected.
- DZS Inc does not support products supplied under this Order that contain minerals that directly or indirectly finance or benefit illegal armed groups ("Conflict-free").

Unless otherwise agreed in writing, this purchase order is governed by DZS Inc's terms and conditions which can be obtained at <https://dzsi.com/wp-content/uploads/DZS-Purchase-Order-Terms.pdf> or by calling DZS Inc's Legal Department at 469-327-1531 and requesting that a copy be mailed or faxed to you.

Questions about the Purchase Order above? Email the Buyer named above.

Sincerely, DZS Inc Purchasing





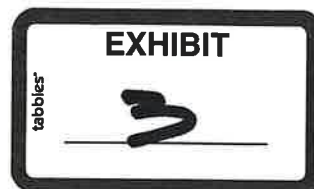


## DZS INC. PURCHASE ORDER TERMS AND CONDITIONS

1. **Acceptance.** This purchase order ("Order") is issued by DZS Inc. or its affiliate identified on the face hereof ("DZS," "we," "us," etc.) to the named vendor ("you," "your," etc.). The first to occur of the following will be conclusive of your acceptance of this Order: (a) written acceptance, (b) commencement of any work or services toward performance of this Order, or (c) shipment in whole or in part of any goods ordered herein. All previous offers by you are hereby rejected. Any proposal for additional or different terms or any attempt by you to vary, in any degree, any terms hereof will not be binding unless we agree in writing.
2. **Price; Taxes; Invoices.** The goods and services called for by this Order shall be furnished at the price(s) stated herein. If this Order is placed on an open order basis, the price shall not exceed your lowest prevailing price in effect on the date of this Order for the same or substantially similar goods or services. Payment shall be net thirty (30) days from the date of receipt of a correct invoice unless more favorable terms appear on your invoice. Separate invoices shall be issued for each shipment. No minimum billing charges are permitted unless expressly authorized in this Order. We will not be liable for any Federal, State, or Local taxes unless separately stated on this Order and billed as a separate item. For those purchase orders marked as not taxable, we: (i) certify that the items covered are not taxable, (ii) will be responsible for any applicable sales or use tax upon the resale thereof, (iii) will provide a valid resale certificate upon request, and (iv) will not be liable to you for sales/use tax. We shall have the right to have you contest any such taxes we deem improperly levied. Freight and other charges must be shown if discount is not allowed on full amount of invoice. Delay in receiving an invoice, invoicing for goods shipped off specified schedule, or invoices rendered with errors and omissions will be considered just cause to withhold payment without losing discount privileges. Discount privileges will apply from date of scheduled delivery, the date of receipt of the goods or devices, or the date of invoice, whichever is later. Invoices to be acceptable must reference our order number. Invoices covering goods shipped in advance of that specified by delivery schedules will not be paid until their normal maturity after the date specified for delivery.
3. **Facilities; Tools; Equipment.** You warrant that you have, or can readily procure, without our assistance, all facilities necessary for the timely performance of this Order. Unless otherwise agreed to in writing, you will furnish at your own expense all materials, tools, test equipment, machinery, apparatus, manufacturing aids, etc. required for your performance. If we agree in writing to furnish or to pay for any of the foregoing items, such items ("Tooling") will (i) be and remain our property and clearly identified as such, (ii) be used by you only in your performance of work hereunder, (iii) be kept by you in good repair and condition at your expense, (iv) be and remain free from any liens or encumbrances, and (v) be delivered F.O.B. our designated facility upon completion of this Order or upon our earlier demand, in the same condition as received or originally fabricated by you, reasonable wear and tear excepted. You are responsible, and indemnify us, for any and all damages, losses or claims incurred by or brought against us arising out of your use or possession of the Tooling. ANY TOOLING IS PROVIDED TO YOU "AS IS" WITH NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
4. **Delivery; Risk of Loss, TIME IS OF THE ESSENCE.** If deliveries fail to meet the schedules herein specified and you make express shipments, partial shipments or both, then you agree to assume all resulting excess shipping charges. If goods are delivered in advance of schedule, we may elect, at our option and in our sole discretion, either to (i) reject and return such goods at your expense ("Rejection of Delivery") or (ii) accept delivery of such goods ("Acceptance of Delivery") but defer inspection to commence on the date specified in our Order ("Specified Date"). We will give you written notice of our election within 6 business days of receipt of the goods (which notice may, at our option, be part of DASAN Zhong's regular weekly Open Order Report). In case of Acceptance of Delivery, transfer of title and risk of loss will be deferred until the Specified Date. In case of Rejection of Delivery, no such transfer shall occur. Acceptance of Delivery will not constitute final acceptance of the goods and services. All shipments will be F.O.B. destination, unless expressly stated otherwise on the face hereof. If this Order does not contain a schedule for delivery of all goods or performance of all services called for herein, we reserve the right to establish the unspecified portion of the schedule by subsequent written instructions to you with reasonable regard to then-current circumstances affecting your ability to deliver, and such instructions will then constitute the original schedule as to that portion of the Order. All goods are to be suitably prepared and packed for shipment so as to secure safe delivery, the lowest transportation rates, and to meet carrier's requirements, unless otherwise called for in the Order. Our purchase order number ("Order Number") must be plainly marked on all packages, bills of lading, invoices and shipping orders. A packing list shall accompany each package or shipment. In the absence of a packing list, our count shall be conclusive.
5. **Inspection.** All goods and services ordered will be subject to final inspection and approval by us after delivery or, if later, after the Specified Date for delivery. Payment shall not constitute final acceptance. We may reject and return any item which contains defective material or workmanship or otherwise does not conform to this Order, applicable drawings, specifications, or samples. In the event of rejection of goods, we will have the right, at its sole option, to (i) return the goods for prompt refund of previous payments, if any, (ii) return the goods for prompt replacement with conforming goods, (iii) hold the goods for prompt correction by you at our plant, or (iv) accept the goods subject to an equitable adjustment in price. Rejected goods returned to you will be returned at your risk and expense. All corrective work will be performed at your expense. If you fail to promptly refund prior payments or to promptly replace or correct rejected goods in accordance with our instructions, we will have the right, at its sole option, to (i) replace or correct the rejected goods and you will be liable for all of our costs therefor, or (ii) cancel this Order for breach. Notwithstanding any excusable delay, if delivery is delayed for a period exceeding thirty (30) days from schedule, we will have the right without any liability to procure elsewhere the affected goods or services and to cancel the corresponding goods or services from this Order. We reserve the right at any time, by written order ("Change Order") executed by our purchasing representative, to make changes within the general scope of this Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of packing or shipment; (iii) place and/or time of delivery, (iv) materials, methods or manner of production or final product; and (v) quantities. Upon receipt of such notice, you agree to take all reasonable steps to minimize incurring costs, if any, allocable to the affected work. If any such change causes an increase or decrease in the cost of or time required for performance of this Order, an equitable adjustment will be made and this Order will be modified accordingly in writing. Any claim for adjustment must be submitted in writing not later than twenty (20) days from the date of our change order. Nothing in the foregoing will excuse you from diligently proceeding with performance of this Order as changed. All changes are subject to our written acceptance.
6. **Termination.** We reserve the right at any time, by written notice from our purchasing representative, without any liability to us, to cancel all or any part of this Order if you (i) become insolvent, file a voluntary or involuntary petition of bankruptcy, make an assignment for the benefit of creditors, have a receiver appointed or initiate reorganization proceedings, or (ii) fail to perform any of your obligations under this Order, or (iii) fail to make progress as to endanger performance under this Order in accordance with its terms, and in either of the circumstances specified in (ii) and (iii), you do not correct such failure within ten (10) days after receipt of written notice. You agree to diligently continue performance of any portion of this Order not cancelled. If after cancellation it is determined that you have not committed a breach, the affected portion of the Order will be deemed to have been terminated for our convenience. We may for its convenience terminate work, under this Order in whole or in part at any time by giving notice to you in writing. You will thereupon immediately stop work on this Order, or the terminated portion thereof, and notify any subcontractors to do likewise. Our sole and exclusive liability and your sole and exclusive remedy for such termination will be payment (i) for finished goods and services delivered or performed according to schedule prior to termination, subject to our final acceptance, at the applicable price specified, and (ii) of your actual cost of the terminated portion of the work to the extent such costs are reasonable and properly allocable under generally accepted accounting principles, excluding any lost or anticipated profits, and (iii) of your actual cost of discharging liabilities for termination of the applicable subcontracts and orders to the extent reasonable and allocable as stated in (ii) above, and (iv) of your reasonable cost of protection of uncompleted work or property in which we have an interest. We reserve the right to direct the manner of disposition of any work or property that for which we pay hereunder. Your claims must be submitted to us in writing not later than ninety (90) days from the date you receive our termination notice. In no event will our liability in the aggregate exceed the total price which would have been paid hereunder for the work had it not been terminated, notwithstanding the foregoing, to the extent such termination involves goods you normally manufacture or supply for distribution to other customers, and not specially manufactured to this order, our sole and exclusive liability and your sole and exclusive remedy will be payment for finished goods and services delivered or performed according to schedule prior to termination, subject to final acceptance.
7. **Warranties; Proprietary Rights; Compliance with Law.** You warrant that all goods furnished will (i) be free from defects in materials and workmanship, (ii) conform to applicable specifications, drawings, samples or other descriptions, (iii) be free from defects in design except to the degree such goods are manufactured to our design, (iv) be suitable for the intended purpose, if the purpose is made known to you, and (v) be free of defects in title and not infringe any patent, copyright, mask work and other intellectual property rights of any third party. You also warrant that all services performed will conform to all applicable professional standards. All warranties survive inspection, acceptance, and payment. We are entitled, cumulatively, to all remedies for breach of warranty provided herein, at law or in equity. You agree to respond promptly to notifications of breach of warranty, time being of the essence in all instances. You agree to defend, indemnify and hold us and our customers harmless from and against any and all demands, claims, liabilities, judgments, costs and expenses of every nature (including but not limited to attorneys' fees, expert witness fees and cost of suit) arising out of a claim that the goods or services ("Deliverables") furnished under this Order in any way infringe a patent, copyright, trade secret, mask work, trademark and/or any other proprietary right related to such Deliverables (provided that such claim, suit, or proceeding is not solely based upon our design). As a condition of this indemnification, we will give prompt written notice of any claim. We may actively participate through its own counsel in any such claim, suit or proceeding. If all or part of a Deliverable is held to infringe and the use thereof is enjoined, you will, at your own expense, either procure for us the right to continue using the Deliverable, replace the same with a non-infringing Deliverable, or modify such Deliverable so that it becomes non-infringing, or in the event of the impossibility of the foregoing options, grant us a credit for the purchase price of such good. Any replacement or modified Deliverable must be equivalent in form, fit and function to that ordered hereunder. You hereby certify that all goods and services to be furnished hereunder will be manufactured and furnished in compliance with all applicable laws and regulations at locations of your business, our ship-to destination and the ultimate location of the end user (specified in our order form or available on request, at a minimum including all countries in North America and the European Union) including, but not limited to, the requirements of Directives 2003/95/EC (RoHS), 1994/62/EC (Packaging Waste). All goods provided to us shall be accompanied by all required labels and warnings, and you shall notify us if redistribution of the goods by us requires any labels or warnings. Upon request, you agree to provide us with Certificates of Compliance certifying compliance with the foregoing requirements. Packing and markings shall be in accordance with the latest issue of the Supplier Packaging Requirements specification.
8. **Confidential Relationship.** In the course of your performance under this Order, you may have access to or disclosed to you, either orally, in writing or by observation, certain valuable information of a confidential nature relating to us or any of our subsidiaries or the businesses of any of them including, without limitation, information relating to our technology, products, research and development, production, manufacturing and engineering processes, computer software, business plans, finances, customers and employees (the "Proprietary Information"). You agree to maintain the Proprietary Information in confidence, not use the Proprietary Information except in accordance with the provisions of this Order and not to disclose any Proprietary Information to any third party without our prior written consent. You may disclose the Proprietary Information to your employees with a need to know such information in order for you to perform your obligations under this Order. You further agree to treat the Proprietary Information in the same manner as you treat your own Proprietary Information of a similar nature, but in no case shall such degree of care be less than reasonable care. The Proprietary Information shall remain the sole property of us or our licensors. You will, upon our request or upon completion of this Order, promptly return or certify the destruction of all Proprietary Information provided to you. Unless otherwise specifically agreed to in writing by us, all information heretofore or hereafter disclosed by you to us in connection with this Order shall (i) be deemed to be disclosed as part of the consideration for this Order and (ii) not be deemed to be confidential or proprietary information.
9. **Liability for Injury; Insurance.** You shall indemnify and hold us harmless from all loss and liability on account of claims of personal injury, death or property damage resulting from any act or omission by you or your agents, employees or subcontractors in the course of performing this Order, including the goods delivered or services performed. You shall maintain such public liability, property damage, advertising injury, personal injury, employer's liability and compensation insurance as will protect you and us from the above-mentioned risks, from claims under applicable Worker's Compensation statutes and from risks of loss to Tooling. Such insurance shall be primary notwithstanding any other coverage. You agree to provide certificates and endorsements of such insurance upon request. Neither you, your insurer(s), nor anyone claiming by, through, or on your behalf shall have any claim, right of action or right of subrogation against us or our customers. We shall be notified in writing at least thirty (30) days prior to cancellation of or any change in the policy.
10. **Miscellaneous.** This Order will be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and to be performed entirely within California between California residents. You consent to personal jurisdiction and venue in the state and federal courts situated in the Northern District of California. No waiver of a breach of any provision herein shall be effective unless in writing signed by the party against whom the waiver is asserted or construed as a waiver of any succeeding breach of such provision or of the provision itself. These terms and conditions set forth the entire agreement of the parties with respect to the subject matter hereof, and may only be modified by a written amendment signed by the party to be charged.



<b>Shipper</b> BOWEI TECHNOLOGY COMPANY LIMITED ROOM 201 BUILDING 2 NO.306 GUSHUI ROAD HAINING ECONOMIC DEVELOPMENT ZONE HAINING JIAXING ZHEJIANG CHINA			<b>Sea Waybill (Non-Negotiable)</b> for Multimodal Transport And Port to Port Transport		
<b>Consignee</b> TAWASUL AL MOUSA CENTER, OLAYA, PO BOX 14372, OFFICE 353 RIYADH 11431, SAUDI ARABIA RUSSEL.DELACRUZ@DZSI.COM			<b>Notify Party 2</b> (No liability shall attach to the Carrier or to his Agent for failure to notify. See Clause 14)		
<b>Notify Party</b> (No liability shall attach to the Carrier or to his Agent for failure to notify. See Clause 14) DZS INC 5700 TENNYSON PKWY PLANO TX 75024 UNITED STATES			<b>Delivery Agent</b> Kuehne + Nagel Ltd. 5th floor, Riyadh Avenue Mall 7501 P.O. Box 15986 12612 Riyadh SAUDI ARABIA		
Place of Receipt (Multimodal Transport only)	Pre-carriage	Pre-carriage Voy. No.	Port of Loading Shekou	<b>Sea Waybill No.</b>  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">1064891433</div>	
Vessel CMA CGM IRON	Voyage No. 0MDD7W1MA	Port of Transshipment			
Port of Discharge Dammam	Place of Delivery (Multimodal Transport only) RIYADH DRY PORT	Movement CY/CY	Freight Payable at DESTINATION		
<b>PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (See Clause 7.3)</b>					
Marks and Numbers	Number of Packages	Description of Goods	Gross Weight kgs	Measurement	
TOTAL	2	AS PER ATTACHED FREIGHT COLLECT	10580.000	76.590	
<b>OCEANFREIGHT AND CHARGES</b> Rates, Weight and/or Measurement subject to correction			Prepaid Collect Declared Cargo Value <b>*** NO VALUE DECLARED ***</b> If Merchant enters a value, Carrier's per package limitation of liability shall not apply and the valorem rate will be charged.		
Total amount due			<small>Received by the Carrier, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number or quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defenses, provisions, conditions, exceptions, limitations, and liabilities hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF NUMBERED 1-21 AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) and the Merchant's attention is drawn in particular to the Carrier's liabilities in respect of on deck stowage (see clause 13) and the carrying vessel (see clause 12). The Merchant is obliged to surrender one original bill of lading, duly endorsed, in exchange for the Goods. The Carrier accepts a duty of reasonable care to check that any such document which the Merchant surrenders as a bill of lading is genuine and original. If the Carrier complies with this duty, it will be entitled to deliver the Goods against what it reasonably believes to be a genuine and original bill of lading, such delivery discharging the Carrier's delivery obligations. In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant.</small> <small>IN WITNESS WHEREOF the Carrier by its agents has signed three (3) original Bills of Lading all of this tenor and date and as soon as at least one original is surrendered the others shall be void.</small>		
Place and date of issue: Shenzhen 2025-02-26			For and on behalf of the Carrier  By <b>KUEHNE + NAGEL LIMITED</b> As Agents for the Carrier		



ATTACHMENT FOR

<b>KUEHNE+NAGEL</b> 	
Sea Waybill-No	1064891433
Shenzhen	2025-02-26

MARKS & NOS	QTY	Type	DESCRIPTION OF GOODS	WGHT	VOL
FSCU9322809 SEAL SYA2789902 US1002830	1	40HC	CONTAINER SAID TO CONTAIN: 38 PKGS OPTICAL NETWORK TERMINAL HS CODE: 8517622990 38PKGS=38PLTS	5244.00	37.940

OOLU9527480 SEAL SYA2967952 US1002830	1	40HC	CONTAINER SAID TO CONTAIN: 39 PKGS OPTICAL NETWORK TERMINAL HS CODE: 8517622990 39PKGS=39PLTS	5336.00	38.650
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ALL MENTIONED CONTAINERS SHIPPER'S LOAD, COUNT AND SEAL

TOTAL	2			10580.000	76.590
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**Richard Dafoe**

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**From:** charonwan@bfw-solutions.com  
**Sent:** Sunday, February 23, 2025 7:38 PM  
**To:** Rada  
**Cc:** Reyes; Yu; Manning'; Schlicher; chris.pursser  
**Subject:** The BOL of 9200pcs\*HX-2466GN-OST is KN\_1064891433

Hi Kevin,

This part has been shipped. I updated the shipping documents.

ZS P.O No	DZS P/N	DELIVERY QTY	BOL	FORWARDING AGENT	Ship to
US1002830	HX-2466GN-OST	9200	1064891433	KN ocean	TAWASUL

Best Regards!

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**BOW** 博为科技有限公司

Bowei Technology Co., Ltd.

万瑶 Charon Wan

Mobile: [15221177387](tel:15221177387)

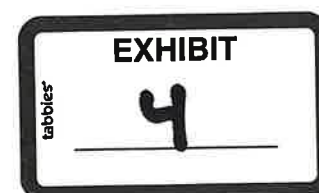
Tel: [021-64858101](tel:021-64858101)-696

E-mail: [charonwan@bfw-solutions.com](mailto:charonwan@bfw-solutions.com)

地址: 上海市古美路 1658 号 6C 幢二楼 (近宜山路)

Adress: 2F, Building No. 6C, 1658, Gumei Rd, Xuhui District, Shanghai, China

ZIP: 200030





BOWEI TECHNOLOGY COMPANY LIMITED

ADD: ROOM 208, BUILDING 1, EAST SIDE OF YATAI ROAD, NANHU DISTRICT, JIAXING CITY, ZHEJIANG, CHINA

Tel: (86)21 6485 8101 Fax: (86)21 6485 8101-603

**Commercial Invoice****Bill to Address**

DZS Inc

Plano

5700 Tennyson Pkwy

PLANO TX 75024

United States

Att: A/P

**INV No.: BFW2025022401****Customer PO.: US1002830****Date: Feb.24, 2025****Ship to Address**

TAWASUL

Al Mousa Center, Olaya, PO Box

4372, Office 353, Riyadh

11431, SAUDI ARABIA

russel.delacruz@dzsi.com

+971 54 564 6992

**Country of Origin:** China**Shipping Terms:** FOB**Payment Terms:** Net 105 Days

P.O. No.	Description of Goods	QTY (pcs)	Unit Price (USD)	Total Amount (USD)
US1002830	HX-2466GN-0ST 2466GN GPON ONT, 2XPOTS, 4XGE, 2.4GHZ 2X2.11AX, 5GHZ 2X2.11AX, 1XUSB2, 2.0A UK PSU FOR STC	9,200	37.00	340,400.00
<b>TOTAL</b>		<b>9200</b>		<b>340,400.00</b>

**Bank information:**

NAME: Bowei Technology Company Limited

Account Number: 89012025000098317

Company Address: Room 201, Building 2, No 306, Gushui Road,  
Haining economic development District, Haining City, Jiaxing City,  
Zhejiang Province, P.R.China

BANK: BANK OF NINGBO

Bank Address: NO. 345 NINGDONG ROAD YINZHOU DISTRICT NINGBO CHINA 315042

SWIFT BIC: BKNBCN2NXXX

For and On behalf of  
BOWEI TECHNOLOGY COMPANY LTD.

